

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegen  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-92** On page 6 of Verizon's December 17, 2003 Supplemental Initial Panel Testimony, Verizon states: "[i]n the case of loops using IDLC technology . . . the APC must find and assign alternative copper or UDLC facilities." Will orders that contain customers with lines on IDLC facilities fall-out for manual processing (i.e., each and every time, 100% fallout)? Will alternative facilities for these orders be assigned manually by the APC? If the answer to either of the preceding questions is no, please explain what process will be applied to IDLC loops.

**REPLY** No. Orders with IDLC will not automatically fall out to manual handling in the APC. If a spare exists at the customer location, Verizon's assignment system will assign, without manual intervention by the APC personnel, new facilities when a loop is served by IDLC technology. If there are no available facilities in the SAI, then the order will fall out for manual handling in the APC.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-94** Please explain and provide examples of CLEC LSR conditions which would cause the service ordering processor to detect and produce fallout for which Verizon Nonrecurring Cost Model (“VZ NRCM”) NMC task #4 (“Create Order Manually, if Necessary”) would need to be invoked. For each example provided please also produce a table indicating the percentages of occurrences for each. For each example, please also explain whether (and if so how) the CLEC could have prevented this fallout from occurring.

**REPLY:** Verizon MA objects to this Information Request to the extent that it would require an unduly burdensome, extremely time-consuming special study to try to determine whether and how the CLEC could have prevented such fallout. Subject to and without waiving its objection, Verizon MA responds as follows.

Please see Verizon MA’s reply to Information Request AT&T 2-83 (c). See also the following Verizon URL:  
[http://www22.verizon.com/wholesale/attachments/east-business\\_rules/October2003OrderErrorMessage.pdf](http://www22.verizon.com/wholesale/attachments/east-business_rules/October2003OrderErrorMessage.pdf).  
LSRs fall-out to manual handling by the National Market Center either because they are not designed to flow-through or there is an error on the LSR that requires a service representative to review the LSR and obtain additional information from the originator in order to create the service order. Verizon MA provides on its Wholesale website a listing of generic flow-through scenarios and scenarios that are not designed to flow-through. This URL is:  
[http://www22.verizon.com/wholesale/clecsupport/content/1,16835.east-business\\_rules-business\\_rules,00.html](http://www22.verizon.com/wholesale/clecsupport/content/1,16835.east-business_rules-business_rules,00.html).

**Verizon New England Inc.  
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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-96** Please explain under what conditions Verizon will cancel the CLEC's LSR as expressed in VZ NRCM NMC task # 6.

**REPLY:** NMC Task #6 refers to Verizon handling a CLEC request for a modification or cancellation to the LSR.

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**Verizon New England Inc.  
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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-97** In addition to the above question, please also explain why it would be necessary for the NMC to manually contact the CLEC with assignment problems (NMC task #5) after VZ NMC has manually created the order by task #4. Please also explain why it is also necessary to manually contact the APC (as expressed by task NWC task #5). Wouldn't the APC automatically be notified by the OSS when it is unable to assign facilities automatically (i.e., the OSS would deliver a RMA to the APC)?

**REPLY:** Please see the attached. The attached is proprietary and confidential and is being provided to the Department and parties in accordance with the terms of the Department's Protective Order.

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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegen  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-99**

In Verizon's Exhibit-II-C "Verizon's Basic Hot-Cut Flow" the following assignment step is described "Order goes to the assignment step. If there appears to be an issue with the CLEC collo facility, it is referred back to the CLEC for correction or clarification. If IDLC is present, the APC selects an alternate facility if one is readily available."

- (a) Assuming spare facilities exist within the inventory and are available at the SAI location, under what circumstances would Verizon's OSS not automatically assign to a CLEC's hot cut request containing IDLC facilities.
- (b) Please provide the Assignment Control Parameters (ACP's) within Verizon's OSS for the state of Massachusetts. For each value which is set within the MA ACPs, please explain its purpose and rationale. Please identify any differences that exist for processing CLEC requests in the assignment phases as opposed to a Verizon retail request and, for each such difference, explain they the difference is necessary or exists. If there are no such differences, please so state.

**REPLY:**

- (a) Assuming compatible spare facilities exist within the inventory and have been designated as available for assignment, Verizon's OSS are designed to automatically assign new facilities to a CLEC's hot cut request that is served by IDLC facilities. The only time that the system would not automatically assign an LST

**ITEM:** AT&T 3-99  
**REPLY:** Cont'd

with a spare facility is when there are no available spares in the SAI.

- (b) Depending on what type of facility is available at the terminal and if that facility is compatible with the requested service, the assignment parameters are set up to select (1) IDLC, (2) UDLC, and (3) copper. The rationale for these parameters is to provide excellent customer service. The assignment parameters used by Verizon MA to assign facilities, as stipulated by the service requested, are the same for processing CLEC requests as for Verizon MA retail customers.

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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Richard Reich

**Title:** Manager – Network Operations

**REQUEST:**

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**DATED:**

January 6, 2004

**ITEM: AT&T 3-100**

Please quantify any assumptions that were assumed with regard to using the existing ACP's (as they are now) or whether any modifications to existing ACP's were considered when subject matter experts calculated the current occurrence factor and or forward-looking adjustment factor.

**REPLY:**

No assumptions with regard to Assignment Control Parameters ("ACP") were necessary since the litigated times from D.T.E. 01-20 for the Mechanized Loop Assignment Center ("MLAC"- now called the "Assignment Provisioning Center" or "APC") were utilized. APC is the only organization that would potentially be impacted by the ACPs.

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**Docket No. 03-60**

**Respondent:** Richard Reich  
**Title:** Manager – Network Operations

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-101** Based upon Verizon's FLM analysis, what is the peak number of additional employees the company need to dedicate to the hot cut process if UNE-P is no longer available?

**REPLY:** See Line 142 in Results Tab of the FLM Model.

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**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-102** Please explain the basis for applying a different forward looking adjustment for CO FRAME task # 3 [“Prewire Line(s)"] within the large job and batch hot cut cost studies.

**REPLY:** The modified forward-looking adjustment factor was applied to the task “Pre-Wire Line” in the Batch Process to reflect the expectation that a greater degree of efficiency could be attained when Verizon MA had control over the order in which the lines could be worked.

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**Verizon New England Inc.  
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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Jim McLaughlin  
**Title:** Executive Director - Operations

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-104** On page 71 of Verizon's Initial Panel Testimony, Verizon states "essentially, a cluster is defined as any group of central offices located near enough to each other to permit the use a traveling work force." Please define what Verizon means by "near enough". Please specify the maximum number of central offices that will be included in any given cluster. Please share what plans, if any, that Verizon has for equipping these offices with automated cross-connection capabilities that Verizon currently has in a number of its remote central offices.

**REPLY:** Please see the FLM Model, Exhibit IV-A-P filed with Verizon MA's Initial Panel Testimony, worksheet "Field Force (Migrations)" and "Field Force (EB)," Column B, for current clustering information. The clusters are grouped based on current Massachusetts dispatch areas where technicians are assigned, and are subject to change based on business conditions.

Verizon MA has no plans for equipping these offices with automated cross-connection capabilities at this time.

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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manger – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-105** Please clarify whether the additional staffing that Verizon will require per the output of its FLM tool are included in the results of Verizon's cost study filed in conjunction with this proceeding. If not, please specify when Verizon will re-file its cost model to reflect the cost of this additional staffing requirement.

**REPLY:** Verizon MA's non-recurring cost model presents the costs of individual employees, performing discrete work activities, over averaged increments of time, on a per LSR or per UNE basis. The cost driver is the increment of time, which will be the same for each LSR or UNE. The cost is therefore not related to the number of employees available to perform the tasks.

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**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-106** Please refer to Verizon’s Initial Panel Testimony, Exhibit III-A, page 2. Footnote (1) states: “Field installation cost is charged to the CLEC based on tariffed rates when necessary to complete the service order or when requested by the CLEC.”

- (a) Provide a description of the scenarios for which a field installation would be “necessary to complete the service order”.
- (b) Indicate what the field installation charge(s) would be for each scenario(s) described in (a) above and specifically where in Verizon’s current tariffs such charge(s) can be found.

**REPLY:** (a) Footnote (1) actually reads, “Field installation cost is charged to the CLEC based on tariffed rates to the extent permitted by existing tariff regulations.” Given that correction, please refer to Verizon MA’s Initial Panel Testimony, page 42, lines 3 - 7. If a CLEC requests a Verizon MA technician to be dispatched to the field in connection with a hot cut, under the circumstances permitted by the Department in D.T.E. 01-20 (*UNE Order* at 486-87) an Installation Dispatch-Out charge reflecting the Time and materials costs associated with the Outside Plant technician will apply. In addition, a Field Installation charge will apply when Verizon MA’s existing retail line to be migrated to a CLEC is provisioned on IDLC (See Verizon MA’s Initial Panel Testimony, Exhibit III-A, page 32 of 35, line 12N.)

**ITEM:** AT&T 3-106  
**REPLY:** Cont'd

(b) The Installation Dispatch-Out Time and materials nonrecurring charge is \$38.68 for the first half hour and \$7.29 for each additional quarter hour. These charges can be found in MA Tariff 17 – Miscellaneous Network Services, Part M, Section 1.3.1, Page 17. As shown on Verizon MA's Initial Panel Testimony, Exhibit III-A, page 32 of 35, line 12N, the Field Installation portion of the non-recurring charge that will apply when Verizon MA's existing retail line to be migrated to a CLEC is provisioned on IDLC is \$72.07.

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**Verizon New England Inc.  
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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-107** Referring to Verizon's Initial Panel Testimony, Exhibit III-A. For NMC task # 6, please provide documentation that supports the 50% typical occurrence factor for the cancellation or modification of due date for large job and batch hot cut orders. Please provide the number and percentage of large job hot cuts that required canceled or modified due dates for each month in 2003.

**REPLY:** Verizon MA objects to this Information Request to the extent it seeks information that is not available and would require a burdensome special study to provide. Subject to and without waiving its objections, Verizon MA responds as follows.

Please see Verizon MA's Initial Panel Testimony at III.B.3.d. The 50% typical occurrence factor for the cancellation or modification of due date for large job and batch hot cut orders was developed by polling the Field Managers responsible for NMC task #6.

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**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-108** Referring to Verizon's Initial Panel Testimony, Exhibit III-A, please identify the work activities that are required by the CO frame technician to perform CO FRAME task # 5 ("Complete order") and CO FRAME task # 7 ("Perform throwback").

**REPLY:** Please see the survey response forms provided by Verizon MA as a proprietary attachment to ATT Information Request 2-49. The work activities that are required by the CO frame technician to perform CO FRAME task # 5 ("Complete order") and CO FRAME task # 7 ("Perform throwback") are described in more detail on the survey response forms.

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**Docket No. 03-60**

**Respondent:** Kevin Vaninwegen  
Carleen Gray

**Title:** Manager  
Sr. Spec. – Wholesale Markets

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-109** In Mr. Taylor's Initial Testimony at page 19, he states that "[t]he remaining 654 lines would have no effect on incremental hot cuts because they would migrate to facilities-based CLECs ( $406 = 0.4877 \times 833$ ) and resale-based CLECs ( $248 = 0.2976 \times 833$ )."

- (a) Explain in detail the process that would need to be implemented to migrate a customer's local service from Verizon retail to a facilities-based CLEC. Include the service order, coordination, number portability, wire disconnection, switch port disconnection, etc, processes that Verizon and the CLEC would need to implement to complete the migration.
- (b) Indicate the charges to the CLEC, if any, that would apply to migrate a customer's local service from Verizon retail to a facilities-based CLEC. Include the service order, coordination, number portability, etc, charges to the CLEC that would apply in order to complete the migration.

**REPLY**

- (a) When Verizon MA is notified that a customer's local service is migrating from Verizon MA to a facilities-based CLEC, there are two orders issued:
  - i. A disconnect order for the retail service is processed on the due date the CLEC requests, i.e. the physical wiring is removed from the local frame and the dial tone is removed from the

**ITEM:** AT&T 3-109  
**REPLY:** Cont'd

switch.

- ii. A trigger order to allow the customer's telephone number to be ported out to the CLEC's switch on the same due date.
- (b) There are no charges billed to the CLEC by Verizon MA when a retail line is migrated to a facilities-based CLEC (*i.e.*, a CLEC that provides its own loop and switch) and only the telephone number is ported.

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**Docket No. 03-60**

**Respondent:** Kevin Vaninwegan  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-110** On page 20 of Mr. Taylor's testimony, he states: "Noting that only about half the migrations that correspond to reverse hot cuts actually require hot cuts ..."

- (a) Provide all studies, documents, information, work papers, etc, that were used to determine that only about half of reverse hot cuts "actually require hot cuts".
- (b) Explain in detail the process that would need to be implemented to migrate a local customer from a CLEC to Verizon for those reverse hot cuts that do not actually require a hot cut. Include the service order, coordination, number portability, wire disconnection, switch port disconnection, etc, processes that Verizon and the CLEC would need to implement to complete such a migration.

**REPLY:**

- (a) Verizon MA does not track the requested data on a systematic basis, and thus is unable to identify all the instances in which they have occurred. The reference in Dr. Taylor's testimony is an estimate provided by Verizon subject matter experts.
- (b) Verizon MA has explained the migration of customers in winback situations at length in testimony filed in D.T.E. 03-74, to which AT&T is a party. Verizon MA would refer AT&T to that testimony for a detailed explanation of the process.

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**Respondent:** Carleen A. Gray  
**Title:** Senior Specialist – Wholesale  
Markets

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-113**

Please refer to Verizon's Initial Panel Testimony, Exhibit III-A. For the following hypothetical scenario in which a CLEC(s) issues a hot cut request(s) to Verizon. Show how the rates indicated in the above referenced exhibit, and any other applicable rates, would apply. Indicate separately for each scenario the total charge to the CLEC, each component rate that is summed to calculate the total charge and a reference to Exhibit III-A or any other source from which the rates were obtained.

For a Batch Hot Cut:

- (c) A hot cut project that includes 50 LSRs- 25 LSRs are issued by CLEC A, and 25 LSRs are issued by CLEC B. Each LSR has one line. Of the 50 LSRs, one line included in one of CLEC A's LSRs is on an IDLC facility and the other 49 lines are not on an IDLC facility.
- (d) A single batch hot cut project that includes 50 LSRs- 25 LSRs are issued by CLEC C, and 25 LSRs are issued by CLEC D. The 25 LSRs issued by CLEC C each have one line and the 25 LSRs issued by CLEC D each have two lines. None of the lines are on IDLC facilities.

**REPLY:** Please see Verizon MA's reply to AT&T Information Request 2-74. All of the rates shown in Verizon MA's reply to AT&T 2-74 are clearly identified on Verizon MA's Exhibit Supp-V attached to Verizon MA's Supplemental Initial Panel Testimony filed December 17, 2003.

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**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-114** On page 53 of its Initial Panel Testimony, Verizon states that field managers were polled to develop a typical occurrence factor. Please provide any documentation associated with this poll. Please additionally provide any studies, documents, information, work papers, data, etc. that Verizon cost analysts relied upon to verify the survey and poll results.

**REPLY** Please see Verizon MA's Initial Panel Testimony at III.B.3.d.

Appropriate field managers were verbally instructed to provide Connect Typical Occurrence data. Since there were no written instructions, no copies are available.

Also, for NMC activities 2 and 4, the New York total flow-through rate for August 2003 for all UNEs was used. Using the New York total flow-through rate is conservative for Massachusetts since New York processes a considerably larger number of UNEs.

**Verizon New England Inc.  
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**Docket No. 03-60**

**Respondent:  
Title:**

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-115** For all large hot cut projects that were completed in the month of August 2003, September 2003, and October 2003 in Massachusetts, please provide for each such project the following:

- (e) The number of projects completed for each month.
- (f) The date and time for which the project began.
- (g) The date and time for which such project was fully completed.
- (h) The number of central office personnel and personnel-hours necessary to complete each such project.

**REPLY:** Verizon MA objects to this Information Request on the grounds that the request calls for speculation and/or conjecture. Verizon MA further objects to this request to the extent that it would require a burdensome special study.

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d/b/a Verizon Massachusetts  
Commonwealth of Massachusetts  
Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3  
**DATED:** January 6, 2004  
**ITEM: AT&T 3-116** Please refer to Verizon’s Initial Panel Testimony, Exhibit III-A, Tab 7, "Batch HotCut Initial"

- (a) Please explain why CO Frame task #6 "Pull Disconnected Wire On DD+1" appears for both the connect and disconnect.
- (b) In the connect section (columns C-F) is the cost produced for this task associated with the UNE-P disconnect?
- (i) [formatting]In the disconnect section (columns G-J) is the cost produced for this task associated with the UNE-L disconnect?

**REPLY:**

- (a) With respect to the “Connect”, the wire between Verizon MA’s switch and the end user’s loop must be disconnected and pulled as part of the hot cut. With respect to the “Disconnect”, the wire between the CLEC’s collocation facility assignment (“CFA”) and the end user’s loop must be disconnected and pulled.
- (b) If the end user’s service had previously been a UNE-P, then the answer is yes.
- (c) Yes.

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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:  
Title:**

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-118** Please provide a complete copy of all contracts now in effect (or scheduled to take effect in the future) between Verizon and vendors who supply the following items. In particular please provide all price terms, the effective dates of those prices, escalation (or other price adjustment) terms, the life of the contract, re-openers, most favored customer or other renegotiating provisions, volume discount provisions, minimum purchase provisions, performance guarantees, and any other terms that effect the economic value of the contract to Verizon.

- (j) contract basic assignment functions;
- (k) contract network installation and maintenance;
- (l) contract distributing frame work;
- (m) contract processing switching control center work
- (n) contract customer service representation; or
- (o) contract order testing and distribution support services.

**REPLY:** Verizon MA objects to this Information Request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

**Verizon New England Inc.  
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**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager- Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-119** Please provide Verizon's complete job function code ("JFC") manual which should address, but not be limited to, all the JFCs shown on Exhibit III-C filed with Verizon's Initial Panel Testimony.

**SUPPLEMENTAL  
REPLY:** Please see the revised attachment. The attachment was revised to correct a reference on page one from "Exhibit III-B-P" to "Exhibit III-C-P". The attachment is proprietary, confidential and competitively sensitive, and is being provided to the Department and Parties in accordance with the terms of the Department's Protective Order.

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**Verizon New England Inc.  
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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-120** Regarding Exhibit III-C to Verizon's Initial Panel Testimony, please provide union contracts which cover the JFCs shown in this Exhibit and indicate the section/page/line in the contract where one can find the wage schedule for each JFC.

**REPLY:** Please see the attached file. The attachment is proprietary, confidential and competitively sensitive, and is being provided in accordance with the terms of the Department's Protective Order.

The attachment contains the Wage Tables from the year 2000 labor negotiations that match the year 2002 base year labor rates developed for use in Verizon MA's hot cut non-recurring cost calculations (See Exhibit III-A-P, page 35.) The wage schedule for the JFCs used on page 35 of Exhibit III-A-P are as follows:

JFC 2300 – Wage Table 93  
JFC 4750 – Wage Table 2  
JFC 4000 – Wage Table 6  
JFC 4372 – Wage Table 2  
JFC 4350 – Wage Table 2  
JFC 4150 – Wage Table 2

**Verizon New England Inc.  
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**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

- REQUEST:** AT&T Communications of New England, Inc., Set #3
- DATED:** January 6, 2004
- ITEM: AT&T 3-121** Regarding Exhibit III-C filed with Verizon's Initial Panel Testimony:
- (a) Please provide the detailed aggregate direct wages underlying each direct wage per hour figure listed under Column C, and show how these aggregate numbers were derived;
  - (b) Please provide all justification for using these underlying aggregate direct wage numbers in the study;
  - (c) Please break each of these underlying aggregate direct wage numbers into the following component parts:
    - (i) Basic wages and salaries
    - (ii) Overtime wages and salaries
    - (iii) Training Expenses
- REPLY:**
- (a) These figures are taken directly from Verizon's financial reporting systems. The only further supporting information available is provided in the proprietary attachment to (c) below.
  - (b) These are the direct wages incurred for those job function codes. They are an integral part of the labor rate development. Since nonrecurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates which cannot be determined without an identification of the direct wages of the employees.
  - (c) Please see the attached file. The attachment is proprietary, confidential and competitively sensitive, and is being provided in accordance with the terms of the Department's Protective Order.

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**Verizon New England Inc.  
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**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham

**Title:** Group Manager – Service Costs

**REQUEST:**

**DATED:**

**ITEM: AT&T 3-122**

AT&T Communications of New England, Inc., Set #3

January 6, 2004

Regarding Exhibit III-C filed with Verizon's Initial Panel  
Testimony:

- (a) Please provide the detailed supporting information for the hard coded hours underlying each direct wage per hour figure listed under Column C, and show how these hour numbers were derived;
- (b) Please provide all justification for using these hour numbers in the study;
- (c) Please break each of these hour numbers down into the component parts:
  - (i) Basic wages and salaries hours
  - (ii) Overtime wages and salaries hours
  - (iii) Training Expenses hours
- (d) Please provide the corresponding number of paid hours for each asserted amount of productive hours underlying each direct wage per hour figure listed under Column C;

**REPLY:**

- (a) These figures are taken directly from Verizon's financial reporting systems. Please see the proprietary attachment to Verizon MA's response to ATT Information Request 2-78(c). "Unhiding" the columns in the Excel spreadsheet will reveal the productive hours associated with the labor cost components for each job function code.
- (b) These are the hours incurred for those job function codes. They are an integral part of the labor rate development. Since non-recurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that in turn require identification of the associated productive hours.

**ITEM:**        **AT&T 3-122**  
**REPLY:**      **Cont'd**

- (c) Productive hours are not tracked by these component parts by JFC.
- (d) Paid hours are not tracked in the same fashion by JFC.

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**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

- REQUEST:** AT&T Communications of New England, Inc., Set #3
- DATED:** January 6, 2004
- ITEM: AT&T 3-123** Regarding Exhibit III-C filed with Verizon’s Initial Testimony in this docket:
- (a) Please provide the detailed supporting information for the hard coded Direct Support numbers underlying each Direct Support figure listed under Column D, showing how these numbers were derived;
  - (b) Please provide all justification for including these hard coded numbers in the study.
  - (c) Please distinguish clerical from support dollars for each of these hard coded numbers.
- REPLY:**
- (a) These figures are taken directly from Verizon’s financial reporting systems. The only further supporting information available is provided in the proprietary attachment to ATT Information Request 3-121(c).
  - (b) These are the wages associated with direct support of those job function codes. They are an integral part of the labor rate development. Since nonrecurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that in turn reflect the direct wages of the employees as well as the wages of the support and supervisory personnel.
  - (c) Exhibit III-C-P, Column 2 (Excel Column E) represents Clerical Support whereas Column 3 (Excel Column F) represents Supervision.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-124** Regarding Exhibit III-C filed with Verizon’s Initial Panel Testimony:

- (a) Please provide the aggregate dollar amounts underlying each Direct Support figure listed under Column D, showing how these numbers were derived;
- (b) Please provide all justification for using these aggregate dollar amounts in the study;
- (c) Please distinguish the clerical from the support dollars for each of these aggregate amounts.
- (d) Please indicate how many levels of supervisory support Verizon includes for each of the JFCs in Exhibit III-C.
- (e) Please define “payroll costs” as used in the component description for direct support.

- REPLY:**
- (a) Please see the proprietary attachment to Verizon MA’s response to ATT Information Request 2-78(c). “Unhiding” the columns in the Excel spreadsheet will reveal the aggregate dollar amounts underlying each Direct Support figure.
  - (b) These are the wages associated with direct support of those job function codes. They are an integral part of the labor rate development. Since nonrecurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that in turn reflect the direct wages of the employees as well as the wages of the support and supervisory personnel.
  - (c) Exhibit III-C-P, Column 2 (Excel Column E) represents Clerical Support whereas Column 3 (Excel

Column F) represents Supervision.

**ITEM:** AT&T 3-124  
**REPLY:** Cont'd

- (d) There are generally two levels of supervision included in directly assigned labor rates – the supervisors and their managers. District level and above supervision are not included in the directly assigned labor rate development.
- (e) Payroll costs include wages and salaries.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-125** Regarding Exhibit III-C filed with Verizon’s Initial Panel Testimony:

- (a) Please provide the detailed supporting information for the aggregate dollar amounts underlying Premium figures listed below Column E, and show how these numbers were derived;
- (b) Please distinguish between the aggregate dollar amounts derived from direct and premium wages;
- (c) Please provide all justification for using these aggregate dollar amounts in the study;
- (d) Please define “actual wages paid to occupation work reporting employees” as shown in the description of the component “premium”.

- REPLY:**
- (a) These figures are taken directly from Verizon’s financial reporting systems. The only further supporting information available is provided in the proprietary attachment to ATT Information Request 3-121(c).
  - (b) Please see the proprietary attachment to Verizon MA’s response to ATT Information Request 2-78(c). “Unhiding” the columns in the Excel spreadsheet will reveal the aggregate dollar amounts underlying each Direct Support figure.
  - (c) These are the premium payments incurred for those job function codes. They are an integral part of the labor rate development. Since nonrecurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that in

turn reflect all relevant wages and payments.

**ITEM:** AT&T 3-125  
**REPLY:** Cont'd

- (d) “Actual wages paid to occupational work reporting employees” represents the “premium” portion of overtime hours paid but not physically worked. Example: an employee working overtime on Saturday receives 8 hours paid at a productive rate (included in the direct wages in Column C) and 4 hours additional pay (premium wages in Column H).

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham

**Title:** Group Manager – Service Costs

**REQUEST:**

**DATED:**

**ITEM: AT&T 3-126**

AT&T Communications of New England, Inc., Set #3

January 6, 2004

Regarding Exhibit III-C filed with Verizon's Initial Panel  
Testimony:

- (a) Please provide the detailed supporting information for the aggregate Paid Absence dollar amounts underlying each Paid Absence figure listed under Column F, and show how these numbers were derived;
- (b) Please provide all justification for including these aggregate numbers in the study;
- (c) For each of these underlying aggregate amounts, please distinguish between the dollars for:
  - (i) Holidays
  - (ii) Vacations
  - (iii) Excused Days
  - (iv) Equivalent time off
  - (v) Other paid absence
  - (vi) Off duty accidents
  - (vii) Anticipated disabilities
  - (viii) Other short term absence

**REPLY:**

- (a) These figures are taken directly from Verizon's financial reporting systems. The only further supporting information available is provided in the proprietary attachment to ATT Information Request 3-121(c).
- (b) These are the paid absence dollars incurred for those job function codes. They are an integral part of the labor rate development. Since non-recurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that reflect all relevant labor-related costs, including absence.

**ITEM:**        **AT&T 3-126**  
**REPLY:**      **Cont'd**

- (c) Paid Absence includes items (i) through (viii) but the expenses are not identified at the requested level of detail.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts  
Commonwealth of Massachusetts  
Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-127** Regarding Exhibit III-C filed with Verizon's Initial Panel Testimony:

- (a) Please indicate what benefit factor was applied to arrive at each Benefits figure listed under Column H and provide all supporting documentation and justification for that factor.
- (b) Please provide separate factors, and supporting information, for:
  - (i) Pension accruals
  - (ii) Insurance
  - (iii) AD&D
  - (iv) Medical
  - (v) Group Life
  - (vi) Dental
  - (vii) Vision
  - (viii) Medicare
  - (ix) Payments under law
  - (x) Savings Plan
  - (xi) Sickness
  - (xii) Accident
  - (xiii) Other benefit expenses.

- REPLY:**
- (a) Please see the Benefits Load 2002 page in the proprietary attachment to ATT Information Request 3-121(c).
  - (b) See (a) above. The Benefits Load factor includes items (i) through (xiii), but the expenses are not identified at the requested level of detail.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-128** Regarding Exhibit III-C filed with Verizon’s Initial Panel Testimony:

- (a) Please provide the detailed supporting information for the aggregate dollar amounts underlying each Direct Miscellaneous figure under Column I, showing how these numbers were derived;
- (b) Please provide all justification for using these aggregate dollar amounts in the study;
- (c) Please provide a detailed list and description of all costs Verizon included in the component “Direct Miscellaneous”
- (d) Please define in detail “miscellaneous employee payroll and related expenses which are not chargeable”.

**REPLY:**

- (a) These figures are taken directly from Verizon’s financial reporting systems. The only further supporting information available is provided in the proprietary attachment to ATT Information Request 3-121(c).
- (b) These are direct costs associated with those job function codes. They are an integral part of the labor rate development. Since non-recurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that reflect all relevant labor costs associated with those personnel.
- (c) Please see attachment to ATT Information Request 3-121(c). In particular the “Actual Dollars & Hours” tab (next to last page in printed document) identifies the

**ITEM:** AT&T 3-128  
**REPLY:** Cont'd

relevant expenditure type codes included in the Direct Miscellaneous category.

- (d) Please see response to part (c) above. The Direct Miscellaneous category includes expenses such as employee travel expenses, home relocation expenses, tuition assistance, office postage and supplies, office printing and reproduction expenses, stationary, etc.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

- REQUEST:** AT&T Communications of New England, Inc., Set #3
- DATED:** January 6, 2004
- ITEM: AT&T 3-129** Regarding Exhibit III-C filed with Verizon’s Initial Testimony in this docket:
- (a) Please provide the detailed supporting information for the aggregate dollar amounts underlying each Motor Vehicles figure under Column J and show how these numbers were derived;
  - (b) Please provide all justification for using these aggregate dollar amount in the study;
  - (c) Please explain the process of how these costs are “cleared through the Motor Vehicles Account” starting with the initial capture of the costs in Verizon’s accounting system through their final disposition in Verizon’s expense accounts;
  - (d) For each aggregate dollar amount identified in paragraph (a), please distinguish between the dollars for:
    - (i) Overheads
    - (ii) Salaries
    - (iii) Other expenses.
- REPLY:**
- (a) Please see tab labeled “MV&TOOLS” in attachment to the response to ATT Information Request 3-121(c).
  - (b) These are the costs associated with motor vehicle-using technicians incurred for the appropriate job function codes. They are an integral part of the identification of non-recurring costs, since technicians without tools cannot perform the required work. Since non-recurring costs depend on work times multiplied by labor rates,

**ITEM:** AT&T 3-129  
**REPLY:** Cont'd

non-recurring costs cannot be identified without labor rates that reflect all relevant labor-related costs, including motor vehicles or tools.

- (c) Costs associated with motor vehicles are captured with the appropriate expenditure type code. They are then spread on a pro rata basis across all job function codes which require motor vehicles.
- (d) Please see response to part (a) above.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-130** Regarding Exhibit III-C filed with Verizon's Initial Panel Testimony:

- (a) Please provide the detailed supporting information for the aggregate dollar amount underlying each Tools figure under Column K, showing how these numbers were derived;
- (b) Please provide all justification for including these aggregate dollar amounts in the study;
- (c) Please explain the process of how these costs are "cleared through the Tools Expense Account" starting with the initial capture of the costs in Verizon's accounting system through their final disposition in Verizon's expense accounts;
- (d) For each aggregate dollar amount referred to in paragraph (a), please distinguish between dollar amounts that are:
  - (i) Overheads
  - (ii) Salaries
  - (iii) Other expenses.

**REPLY:**

- (a) Please see the proprietary attachment to Verizon MA's response to ATT Information Request 2-78(c). "Unhiding" the columns in the Excel spreadsheet will reveal the aggregate dollar amounts underlying each Direct Support figure.
- (b) These are the costs associated with motor vehicle-using technicians incurred for the appropriate job function

**ITEM:** AT&T 3-130  
**REPLY:** Cont'd

codes. They are an integral part of the identification of non-recurring costs, since technicians without tools cannot perform the required work. Since non-recurring costs depend on work times multiplied by labor rates, non-recurring costs cannot be identified without labor rates that reflect all relevant labor-related costs, including motor vehicles or tools.

- (c) Costs associated with work tools and other work equipment are captured with the appropriate expenditure type code. They are then spread on a pro rata basis across all job function codes which require such tools and equipment.
- (d) Please see response to part (a) above.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-134** Please provide all internal documentation, instructions, guidelines, M&Ps, etc. that were reviewed or used by Verizon in formulating and producing its asserted labor rates found in Exhibit III-C.

**REPLY:** Please see Verizon MA's Initial Panel Testimony at III.B.4 on page 59.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegen

**Title:** Manager

**REQUEST:**

AT&T Communications of New England, Inc., Set #3

**DATED:**

January 6, 2004

**ITEM: AT&T 3-137**

Does the NPAC charge a non-recurring charge ("NRC") per number port? If yes, please answer the following questions:

- (a) What is it?
- (b) Under Verizon's proposed Batch process, does Verizon propose that Verizon or the CLEC pay directly to NPAC the amount of the charge?
- (c) If Verizon proposes that Verizon pay to NPAC the amount of the charge,
- (d) Is this amount already included in Verizon's proposed charge for its Batch cut process, or is Verizon proposing that such amount should be added to Verizon's proposed charge?
- (e) Is Verizon aware of whether or not NPAC may terminate AT&T's ability to port numbers for on-net customers due to a hypothetical non-payment of this charge by Verizon?
- (f) Are there any other charges, beyond the charge identified in response to (a), that NPAC charges to carriers in connection with number ports associated with a hot, cut? If so, what are they?

**REPLY:**

- (a) Verizon MA objects to this Information Request to the extent it seeks information that is readily available to the requesting party as it is to Verizon MA. The magnitude and application of the requested charges are known to or verifiable by AT&T to the same extent as they are known to and verifiable by Verizon MA. Verizon MA further objects to this request on the grounds that the information requested is confidential and is subject to a non-disclosure between NAPM, LLC. (North American Portability Management), of which both Verizon and AT&T are members, and NeuStar.

**ITEM:** AT&T 3-137  
**REPLY:** Cont'd

(b) Since Verizon MA would merely be submitting the porting activation as a convenience for the benefit of the new local service provider that would normally submit the order on its own behalf, that new provider will remain liable to NeuStar for any applicable porting charges.

(c) (d) (e) Not applicable; see response to part (b).

(f) See response to part (a).

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Richard Reich  
**Title:** Manager – Network Operations

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-138** With regard to the automated cross-connection devices that Verizon has indicated it has installed in some of its remote central offices, please provide the total length of time it takes these devices to complete a cross connection between a loop and a switch port beginning from when the connection request is made to the device to when the actual connection is complete. This response should assume that all loop and switch ports in the office have been pre-wired to the automated cross connection device.

**REPLY:** Auto MDFs deployed in Massachusetts are not currently used to perform hot cut connections in view of the fact that deployment is generally limited to small, unstaffed central offices, and that deployment to date has been in offices with no collocation. For general applications, it typically takes less than approximately 2 minutes to complete an Auto MDF connection (or associated disconnect) once the order is forwarded to the Auto MDF from the NHC ControlPoint Connection Management System.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegen  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-139** Please describe in detail how the request for a connection using automated cross-connection devices is made. Specifically, is this request done manually over a data link by a Verizon technician or is the request generated automatically from Verizon's OSSs?

**REPLY:** At the present time, there is no flow-through from a Verizon OSS to the NHC automated MDFs. The NHC ControlPoint Connection Management System (CMS), an element management system, resides in a regional provisioning center. It communicates with a CMS remote unit, located in each central office where the NHC ControlPoint automated MDF have been deployed. The remote units use a 10baseT Ethernet connection provisioned across Verizon's operations systems network in order to communicate with the CMS in the regional center. A technician must take the information from the Frame Order Management System (FOMS) and manually input the required assignment data into the centralized CMS workstation.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts  
Commonwealth of Massachusetts  
Docket No. 03-60**

**Respondent:** Kevin Vaninwegen  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-140**

Please provide the following information about Verizon's proposal (described on p. 33 of its Initial Panel Testimony) to assume a CLEC's responsibility to notify NPAC for number porting after a batch hot cut:

- (a) How and when would notification of NPAC occur? Specifically, will the frame technician (or some other Verizon work group) activate the number port immediately after each line is cut over, or will there be a waiting period? If there is a waiting period, what will it be? (E.g., after how many cutovers will activation of number ports occur?)
- (b) Would Verizon also notify the CLEC that the hot cut and number porting have been completed? If so, please explain in detail how this notification will occur. (E.g., will it occur through the WPTS? If so, how will notifications be input into WPTS? Will frame technicians have real-time access to WPTS? If so, please specify the form of this access (e.g., hand-held wireless devices, WPTS terminals stationed around the frame, or one technician's calling out the completions to another technician who will perform the WPTS updates.)
- (c) Please describe all the charges that Verizon would assess to CLECs for assuming responsibility for notifying NPAC and, if applicable, for notifying CLECs of completed hot cuts and number porting. Please indicate where in Verizon's cost study Verizon indicates such costs/charges. If Verizon intends to charge for such activity but such costs/charges are not indicated in the cost study, please so state.

**REPLY:** Verizon MA is not proposing to "assume" any CLEC's responsibilities to notify any third parties; rather, it is proposing to perform a defined work task for the CLEC, similar to other tasks included within the wholesale

**ITEM:** AT&T 3-140  
**REPLY:** Cont'd

services that Verizon MA provides. Subject to that clarification, Verizon MA states as follows:

- (a)
  - 1. Notification would be handled automatically by WPTS once the completion notice is entered into that system.
  - 2. In general, WPTS will be updated within minutes after a group of individual lines (typically ten or the lines within a single order) is cut over.
  
- (b) The completion of the cutover and the number porting will be visible to the CLEC in WPTS. As each work step is completed, the CLEC will be able to view the status of each order in real time, e.g. notification of the wiring completion and the final porting of the line will be visible in WPTS as 2 separate events. Notice of completion of the cut will be entered into WPTS by the frame technician. Confirmation of the completion of the port will be sent to WPTS by NPAC. The frame technicians will have real time access to WPTS by computers stations in each central office. In addition, Verizon is trialing the use of handheld devices for WPTS access by the frame work force.
  
- (c) The costs set forth in Verizon MA's cost studies for RCCC Activity Number 6 ("Coordinate Hot Cut on Due Date") include notification of the CLEC when all physical work is completed. These costs are included in the development of the overall hot cut charges set forth in Exhibit III-A-P. As described above, confirmation of the completion of the port is sent automatically to WPTS by NPAC, and involves no work by Verizon. Verizon MA is not proposing any charges to recover the costs associated with sending the porting notification to NPAC.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegan  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-146** Please explain how Verizon processes a UNE-L LSR for a batch hot cut in the following respects:

- (a) Upon receiving the LSR, what cut date does Verizon provide to NPAC?
- (b) How, when and by whom (Verizon or the CLEC) is the LNP transaction initially scheduled with NPAC?
- (c) How will CLECs receive the “notification of the actual cutover date” that is described at p. 33 of Verizon’s Initial Panel Testimony? Will CLECs receive an automated notification that is “pushed” to them by WPTS, or will CLECs have to monitor their orders in WPTS to “receive” notification?

**REPLY:** Verizon MA modified its batch hot cut proposal such that the new maximum holding time is 26 business days. The following responses assume that the migration being processed through a batch hot cut is to a UNE-L serving arrangement from a UNE-P, resale or Verizon MA retail serving arrangement. In these responses, the “CLEC” refers to the new local service provider (i.e., the UNE-L CLEC).

- (a) Verizon MA will provide the 26th business day as the due date on the trigger order. ((Both parties need to communicate to NPAC the same date for the Port.))
- (b) The CLEC will create the initial port notification with NPAC for day 26. When the CLEC receives a notice via WPTS on DD-6, indicating that the due date has been

**ITEM: AT&T 3-146**  
**REPLY: Cont'd**

changed, it will have to change the date of the port in NPAC to the new due date. Verizon MA will also change the date on its trigger order to NPAC at that time.

- (c) CLECs will be notified via WPTS. Verizon MA does not provide 'notices' to CLEC's via WPTS. Rather, the system can be accessed to provide information the status of any particular hot cut. Verizon MA is currently exploring the development of a machine-to-machine interface as part of an industry collaborative on hot cuts being held under the auspices of the New Jersey Public Utility Commission. Attached are a presentation and a draft WPTS interface summary document on the proposed interface.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Carleen A. Gray  
**Title:** Senior Specialist – Wholesale  
Markets

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-152**

Please provide the following information about Verizon's indication on p. 34 of its Initial Panel Testimony that "[a]s part of the batch process, a CLEC would have the option of transferring the customer to UNE-P until the line is cut."

- (a) Are two separate LSRs required, one for UNE-P transfer and one for a batch hot cut? If so, please explain why these orders cannot be combined on the same LSR. If the orders must be submitted separately, are they to be submitted at the same time or at different times? If the latter, please explain why the orders cannot be submitted at the same time.
- (b) Please provide the total of all non-recurring costs, and each component thereof, that would apply to the transfer of a customer to "UNE-P until the line is cut," and please provide the source information or tariff citations for such charges.
- (c) Please explain fully all further charges for subsequently cutting over this same customer's line in a batch hot cut. Please indicate which rates, if any, in Exhibit III-A would not apply for cutting over the customer's line in a batch hot cut when the customer is served on UNE-P prior to the batch cut over.
- (d) Please explain fully all charges, including any UNE-P and batch hot cut charges, that would apply from the moment that the customer is acquired by the CLEC in the following situations:

**ITEM: AT&T 3-152**

- (i) The holding period in which the customer stays on UNE-P prior to the line being cut on a batch basis is 10 business days.  
(If the monthly recurring charges would be allocated, please indicate the basis for such allocation.)
- (ii) The holding period in which the customer stays on UNE-P prior to the line being cut on a batch basis is 35 business days.  
(If the monthly recurring charges would be allocated, please indicate the basis for such allocation.)

**REPLY:**

Initially, by way of clarification, it should be noted that Verizon MA's proposal to offer UNE-P on an interim basis in connection with batch hot cuts would apply only to market areas in which the company remains obligated to provide local switching on an unbundled basis. Where that obligation has been eliminated, an optional UNE-P like service would be available in connection with the batch hot cut process in place of UNE-P. See Verizon's Initial Panel Testimony at pages 34 - 36.

- (a) Due to the differences in ordering, billing and provisioning, two separate LSRs are required to migrate from a retail/resale line to a UNE-P, and an additional LSR is required to Hot Cut the loop from a UNE-P to a UNE-L. The same would be true of the UNE-P-like service. In order to ensure that each LSR's work activity is provisioned and billed correctly, each LSR must be submitted separately. Once the CLEC has received the Provision Completion Notice and Billing Completion notice from the UNE-P LSR, the LSR requesting that the UNE-P be Hot Cut to a UNE-L under the Batch Hot Cut process can be submitted.
- (b) The nonrecurring charges to migrate to a UNE-P loop are found in the MA D.T.E. Tariff 17, Miscellaneous Network Services, Part M, Section 1 and are as follows (assumes no dispatch is requested):

**ITEM:** AT&T 3-152  
**REPLY:** Cont'd

Service Order - per order = \$0.21  
Service Connection Other Provisioning – per initial port = \$0.91  
Service Connection Other Provisioning – per additional port = \$0.86.

- (c) The nonrecurring charges for subsequently cutting over a customer's line in a Batch Hot Cut process are as follows (assumes no Dispatch is required and the loop is not provisioned on IDLC):

Service Order - per order = \$21.68  
CO Wiring - per line - initial = \$27.04  
CO Wiring - per line - additional = \$27.04  
Other Provisioning - per line - initial = \$6.68  
Other Provisioning - per line - additional = \$6.73.

These charges are not yet tariffed, but are set forth in Verizon's Initial Panel Testimony (Hot Custs). These charges would be unaffected by whether or not the CLEC chose to use the interim UNE-P (or UNE-P like service) option.

- (d)

1. In addition to the UNE-P migration and Batch Hot Cut nonrecurring charges found in (b) & (c) above, the CLEC will pay prorated monthly charges for UNE-P or the UNE-P-like service based on the number of days that such service is provided and all associated usage charges incurred while the UNE-P or UNE-P like product was in service.
2. See response to part (d) 1.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegan  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-153** Verizon's Initial Panel Testimony, page 34 states: "Once the cut and the number port are complete, Verizon's translations for the retail or UNE-P service previously provided to serve the customer will be removed from the switch." When using the proposed batch hot cut process please describe the process a CLEC will use if it discovers that one (or more) lines associated with the batch job has a customer-affecting trouble on it. Specifically, please describe how the CLEC will report the trouble and how this customer's service will be restored when Verizon is removing the translations from its switch. Please include in your answer how the CLEC will be aware of the period starting when the "lift and lay" task is complete and ending when the translations are removed from the Verizon switch so that the CLEC can request a throwback if it discovers a problem on the line during this period.

**REPLY:** To clarify the quoted testimony, Verizon MA will leave the translations on the office equipment that had been used to serve the customer for at least 24 hours, or until the CLEC has positively accepted the circuit (whichever is sooner). This is the same process as is used today in the Large Job and Basic hot cut processes.

If a CLEC discovers a problem with a line it will be able to call 877-HOT-CUTS, just as it can do today. The CLEC will be able to view the status of its orders in WPTS throughout the process. Specifically, once the cut is completed and the port has been activated, WPTS will be updated to show on a line-by-line basis which orders have

**ITEM: AT&T 3-153**  
**REPLY: Cont'd**

been completed and which, if any, have problems. Also, the CLEC will receive the same PCN and BCN notifiers that it receives today on all Hot Cut LSR's submitted. As they are today, the RCCC will be the controlling organization within Verizon, should any problems arise with the Batch Hot Cut. Verizon MA is in the process of determining the best processes and procedures to handle porting problems. Verizon MA will only have the ability to activate the port with NPAC. However, this does not preclude the CLEC's ability to view, change and activate the port. Therefore, should there be a problem in the porting of the line the CLEC will be able to access its existing interface with the NPAC database as it does today. Verizon MA plans to enter into agreements with CLECs that adopt this process, which would govern the rights and obligations arising out of the port authorization.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Kevin Vaninwegan  
**Title:** Manager

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-159**

Currently hot cuts are processed on a Basic process, with an interval for 1-9 lines of 5 days and within 1 hour. Currently Bulk/projects are processed a negotiated interval, such as 15 days, with a scheduled start time, and real-time notification after every 20 lines are completed. Given the changes reflected in Verizon's proposed batch hot cut process, please respond to the following:

- (a) What value is it to Verizon to avoid the constraints of the one-hour window associated with the current Basic process?
- (b) Does Verizon believe it is detrimental or advantageous to the CLECs in general to not have a scheduled one-hour window of time for its hot cuts? Please explain the basis for Verizon's belief.
- (c) Does Verizon believe it is detrimental or advantageous to AT&T to not have a scheduled one-hour window of time for its hot cuts? Please explain the basis for Verizon's belief.
- (d) What value is it to Verizon to avoid the constraints of the scheduled start time for bulk/projects?
- (e) Does Verizon believe it is detrimental or advantageous to the CLECs in general to not have a scheduled one-hour window of time for its hot cuts? Please explain the basis for Verizon's belief.

- (f) Does Verizon believe it is detrimental or advantageous to AT&T to not have a scheduled one-hour window of time for its hot cuts? Please explain the basis for Verizon's belief.
- (g) What value is it to Verizon to avoid the constraint of having to notify the CLEC after every say 20 completed cuts? Does Verizon realize any benefit in not having to notify the CLEC on a real time basis if it still has to notify the NPAC administrator on an equally timely basis?
- (h) Does Verizon believe it is detrimental or advantageous to the CLEC in general to not have a scheduled one-hour window of time for its hot cuts? Please explain the basis for Verizon's belief.
- (i) Does Verizon believe it is detrimental or advantageous to AT&T to not have a scheduled one-hour window of time for its hot cuts? Please explain the basis for Verizon's belief.

**REPLY:**

- (a) The respondent assumes that this Information Request refers to the fact that no cutover time is specified in advance in connection with the Batch process. A process that gives Verizon MA increased flexibility as to the time of day during which a line is cut-over enables it to schedule its work force more efficiently and thus to maximize the number of cuts it can handle per day with its work force.
- (b) Verizon MA believes that not having a one-hour scheduled window of time is advantageous for CLECs, given that (a) the elimination of this scheduling constraint is a intrinsic part of the Batch Hot Cut process, (b) the availability of the Batch Process is advantageous to CLECs, and (c) use of the Batch Hot Cut process is an option, not a requirement.
- (c) See response to part (b), above.
- (d) It is not clear what AT&T means in this Information Request by "bulk/projects". The respondent assumes that this part refers, like the other parts, to the Batch Hot Cut process. With that understanding, see response to part (a), above.
- (e) See response to part (b), above.

- (f) See response to part (c), above.
- (g) The meaning of this question is not clear. Although cutting lines in groups of 20 is a standard procedure in the Large Job Hot Cut process, it is only an option, and as Verizon indicated in the Technical Workshops, it is willing to agree to other grouping arrangements if particular CLECs want them. Thus, Verizon does not understand the sense in which the Batch process entails “avoid[ing] the constraint of having to notify the CLEC after every say 20 completed cuts.” See also Verizon MA’s reply to ATT 3-138.
- (h) See response to part (b), above.
- (i) See response to part (c), above.

See also Verizon MA’s reply to ATT 3-140.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-161** Refer to Page 56 of Verizon's Initial Panel Testimony. Please provide any/all data and calculations that were used for determining the travel time in the current study including an explanation describing the typical occurrence and forward-looking adjustment factor that was applied. Please include in your answer all steps required to translate the information from WFA/DI into the analysis and final results.

**REPLY:** Please see the attached file. Attachment AT&T 3-161 is proprietary, confidential and competitively sensitive, and is being provided in accordance with the terms of the Department's Protective Order.

Neither typical occurrence factors nor forward-looking adjustment factors were applied. The percentages were taken from WFA-DI that identified travel time as a percentage of total central office time.

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**Docket No. 03-60**

**Respondent:** Bruce F. Meacham  
**Title:** Group Manager – Service Costs

**REQUEST:** AT&T Communications of New England, Inc., Set #3

**DATED:** January 6, 2004

**ITEM: AT&T 3-165** Please indicate if any travel time contained in the WFA-DI systems represents travel for work associated with Verizon retail services. Please also indicate if any adjustments for retail service order processing travel time was excluded from the calculations used in the current study.

**REPLY:** WFA-DI contains central office work time for all services in Verizon – both wholesale and retail. The travel time in Verizon MA's cost study represents the percentage of that work time associated with travel. That percentage is applicable to retail as well as wholesale products. Travel time in Verizon MA's cost study is only associated with the central office technician. There is no travel time associated with service order processing for either retail or wholesale.